



CITY OF LODI

COUNCIL COMMUNICATION

AGENDA TITLE: Approve Request for Proposals and Authorize Advertisement for Bids for Security Services for the Lodi Station, Lodi Station Parking Structure, and Hutchins Street Square

MEETING DATE: October 15, 2003

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Approve the Request for Proposals and authorize the advertisement for bids for security services at Lodi Station, Lodi Station Parking Structure, and Hutchins Street Square.

BACKGROUND INFORMATION: This Request for Proposals is for security services for Lodi Station, Lodi Station Parking Structure, and Hutchins Street Square. Currently, Lodi Station and Lodi Station Parking Structure have security guards on duty 20 hours a day. This Request for Proposals would expand security services to 24 hours a day but would eliminate a separate guard at the Station. Additionally, Hutchins Street Square utilizes security services for the variety of functions that they host.

This joint Request for Proposals will hopefully allow for consistent staffing and quality at all three locations. Additionally, it allows proposing firms the flexibility of utilizing quality guards at multiple locations within the City.

FUNDING: Funding for Lodi Station and Lodi Station Parking Structure security services is from the Transit Fund. Funding was budgeted in Fiscal Years 2003/04 and 2004/05. Funding for security services for Hutchins Street Square is from the assorted Art and Foundation funds, as well as directly by patrons.

Richard C. Prima, Jr.
Public Works Director

Prepared by Tiffani M. Fink, Transportation Manager

RCP/TF/pmf

cc: Transportation Manager
Community Center Director
Officers Grenko and Somera

APPROVED: _____

H. Dixon Flynn -- City Manager

Request for Proposals

Security Services

At

Lodi Station, Lodi Station Parking Structure and Hutchins Street Square

City of Lodi, California

Notice is hereby given that Purchasing Officer of the City of Lodi, California will receive sealed proposals at Finance Department, City Hall Annex, 212 West Pine Street, Lodi, CA, 95240, (P.O. Box 3006, Lodi, CA, 95241-1910) not later than

11:00 a.m., Wednesday, November 12, 2003

at which time they will be publicly opened in the Public Works Conference Room, City Hall, 221 West Pine Street, Lodi, CA and provided to the Public Works Department for evaluation.

Proposals received after said time will not be considered. Each proposal shall be submitted in a sealed envelope plainly marked

Proposal: Security Services – Lodi Station, Lodi Station
Parking Structure and Hutchins Street Square Due November 12, 2003

The Request for Proposals is intended to be used to qualify and select a firm to provide private security services for the Lodi Station, 22-24 South Sacramento Street, Lodi Station Parking Structure, 2 North Sacramento Street, and Hutchins Street Square, 125 South Hutchins Street, Lodi, CA.

Individuals or firms submitting proposals must demonstrate knowledge and experience with providing security guard services.

The City of Lodi reserves the right to accept such proposal as may be deemed most advantageous to the City, the right to waive any informality in a proposal and the further right to reject any and all proposals.

Technical questions regarding this project may be directed to Tiffani Fink, Transportation Manager, (209) 333-6800, extension 2678.

Sincerely,

Tiffani M. Fink
Transportation Manager
City of Lodi

I. ADMINISTRATIVE INFORMATION

1. Proposer's Responsibilities

The City of Lodi will receive sealed proposals to qualify and select a firm to provide private security guard services for the City of Lodi and Lodi Station, 22-24 South Sacramento Street/ Lodi Station Parking Structure, 2 North Sacramento Street, and Hutchins Street Square, 125 South Hutchins Street, Lodi, CA.

Responses to this Request for Proposals must be received by the City of Lodi not later than

11:00 a.m. on Wednesday, November 12, 2003

Proposals must be clearly marked:

Proposal: Security Services – Lodi Station/Lodi Station Parking Structure
and Hutchins Street Square Due November 12, 2003

City of Lodi
Attention: Purchasing Officer

(If delivered by Fed Ex, UPS or courier):
212 West Pine Street
Lodi, CA 95240

(If delivered by mail):
P.O. Box 3006
Lodi, CA 95241-1910

Proposals received after 11:00 a.m., November 12, 2003, will be returned to the proposer unopened.

Proposer should read and understand the information and instructions for responding to this Request for Proposals.

Proposer shall comply with all federal, state, and local laws, ordinances and regulations, which in any manner affect this project.

Proposer shall provide satisfactory proof of liability, casualty and worker's compensation insurance in amounts and with coverage satisfactory to protect both Proposer and the City of Lodi from claims, damages or issues by any employee of vendor or City of Lodi which may arise from the use of information provided in the Proposal, or from damages under any contract awarded as a result of this RFP. Any confidential information, or information protected by copyright, patent or trademark, included in Proposal submitted by any individual or firm should be clearly noted as such.

Upon evaluation of qualifications and proposals, the City of Lodi may select a firm to provide security guard services as specified in "Specifications - Scope of Work".

Upon selection, the City of Lodi may enter into negotiations with selected contractor for determination of final contract terms and pricing.

Failure to respond to any requirements outlined in this Request for Proposals, or failure to enclose copies of the required documents, may disqualify the proposal. Companies declining to submit a proposal in response to this request should so advise the Purchasing Officer, in writing, to preclude the exclusion from future proposal requests.

The City of Lodi reserves the right to reject any or all proposals.

2. Pre-Proposal Conference

No pre-proposal conference is scheduled in conjunction with this Request for Proposals.

3. Proposal Format

Proposal shall be submitted bound or booklet form, computer-generated or typewritten, with the information presented in the following order:

- A. Letter of Introduction on company letterhead, to include company background, office location and mailing address, telephone and FAX numbers, company principals, PPO number, and primary contact(s) for the City.
- B. Size of staff and their license credentials.
- C. Description of equipment used in the performance of security service.
- D. Staff training and certification programs.
- E. Description of similar services provided along with contact information regarding those contracts.
- F. A detailed outline of services to be provided.
- G. Cost of services (per hour/per facility)
- H. A minimum of four (4) references. Reference must include (at a minimum) contract start date, contact person for contract and telephone number, number of staff on site and type of service performed.
- I. Sample of Incident Report which would be provided to the local law enforcement and the Public Works Department/ Community Center.
- J. Statement of Insurance Coverage
- K. Signature page, with State License number

Four (4) copies of the Proposal shall be submitted.

4. Interpretation

If any person contemplating submittal of a proposal is in doubt as to the proposal procedures, such proposer shall contact the Project Manager for clarification. Any interpretation or correction of this RFP will be made only by addendum sent to

those who have received this RFP. The City of Lodi will not be responsible for any other explanation or interpretations of the RFP.

5. Withdrawal of Proposal

Any proposer may withdraw a proposal, either personally or by written request, at any time prior to the scheduled closing time for receipt of proposals in response to this RFP. No proposer may withdraw a proposal after the time and date set for the opening thereof.

6. Multiple Proposals

No person, firm or corporation shall be allowed to file or be interested in submitting multiple proposals for the same work or services unless alternative proposals are requested.

7. Addenda

Acknowledgement of receipt of any addendum issued during this RFP process shall be indicated in the RFP response, and shall be made a part of any agreement made between the City of Lodi and the selected contractor pursuant to this RFP.

8. Opening of Proposals

All proposals, regardless of any irregularities or informalities, will be opened and only the name of the proposer (individual, firm or corporation) shall be read into the public record at the time and place set forth in the Request for Proposals. Late (delivered) proposals will not be accepted.

Proposers or their authorized representatives may be present at the opening of the response to the RFP.

9. Disputes

In case of discrepancy between words and figures, words shall prevail during the evaluation; provided, however, the City reserves the right to construe any proposal according to its true intent where it contains a patent mistake.

10. Evaluation of Proposals

Proposals will be evaluated on content and presentation, with emphasis on verifiable experience in providing similar services, and on extent of proposed services. Consideration will also be given to size of staff, training programs, equipment provided, proposed costs and references.

11. Decision to Reject

The City reserves the right to reject any and all proposals for any reason, or for no reason, to re-advertise for proposals, or to cancel a proposal listing and elect to perform the project or work itself. The City reserves the right to reject as non-responsive any proposal which is incomplete, modified, unsigned, or illegible or which is not otherwise submitted in accordance with the requirements of this Request for Proposals.

12. Scope of Services

Proposer shall be deemed an independent contractor and not an agent, subcontractor or employee of the City. Proposer shall not enter into a subcontract agreement without the City's prior consent. The services required are set forth in Section III: Specifications of this Request for Proposals.

13. Invoicing and Verification of Costs

Properly documented invoices for Lodi Station and Lodi Station Parking Structure shall be submitted to:

City of Lodi - Public Works Department
Attention: Transportation Manager
P.O. Box 3006
Lodi, CA 95241-1910

Properly documented invoices for Hutchins Street Square shall be submitted to:

City of Lodi - Hutchins Street Square
Attention: Administrative Secretary
P.O. Box 3006
Lodi, CA 95241-1910

II. SPECIAL CONDITIONS

1. Licensing of Security Services

Service provider shall hold a valid State of California PPO license at the time the proposal is submitted, and, if awarded a contract for services subsequent to this RFP, shall ensure that such license remains in effect during the period of the contract.

2. Force Majure

Performance of the required services shall be pursued with due diligence in all requirements hereof; however, neither party shall be liable for any delay or nonperformance due to causes not reasonably within its control. In the event of any delay resulting from such causes, the time for performance and payment hereunder shall be extended for a period of time reasonably necessary to overcome the effect of such delays. In the event of any delay or nonperformance

caused by such nature, cause, date of commencement thereof and the anticipated extent of such delay, and shall indicate whether it is anticipated that the completion dates would be affected thereby.

3. Insurance

The selection service provider must provide a certificate of insurance in a form acceptable to the City Risk Manager prior to entering into any agreement made pursuant to this RFP. The service provider shall maintain such insurance as will cover and include the entire obligation assumed in the Agreement, as well as such insurance as will protect the service provider from claims and liability under Workers' Compensation Acts, personal liability, property damage, and all other claims for damages including personal injury and death, which may arise from operations under the agreement.

4. Records and Audits

Service provider shall maintain accurate and complete records specifically relating to the services provided under the agreement. Service provider shall also keep records and books of account showing times and scope of services provided in the performance of the agreement. City shall have the right to inspect and audit the books, records and other items relating to the Agreement.

5. Scheduling

The Transportation Manager shall schedule services. In most cases, notice of one week will be given prior to any change for security services.

6. Subcontracting

Should any proposer contemplate subcontracting any part of the work or services under the agreement, it shall submit with its proposal the name of the proposed subcontractor who shall perform any part of the work. It shall be understood that the service provider to whom the contract is awarded shall be fully and solely responsible for the named subcontractor and for the work done by the subcontractor in any service agreement scheduled by the City of Lodi with the service provider. All applicable terms and conditions arising from this agreement will apply to the subcontractor.

7. Changes

This agreement shall not be subcontracted, assigned or transferred without the written consent of the City. No changes or variations of any kind are authorized without a written and signed amendment to the Agreement. The proposed work or services shall be diligently prosecuted in accordance with the Agreement. The Agreement may be subject to extensions, reductions or other revisions as may be necessary during the work, which shall be effectuated by Agreement riders duly executed by the Project Manager.

8. Standard of Performance

- A. The selected service provider shall be required to unconditionally warrant that it shall use sound and professional principles and practices in accordance with the highest degree of skill and care as those observed by national firms of established good reputation, as well as the current normally accepted industry standards, in the performance of services required herein. The performance of the service provider's personnel shall also reflect their best professional knowledge, skill and judgment.
- B. If any failure to meet the foregoing warranty appears during the term of the Agreement, the City may terminate the Agreement and require the reimbursement of all expenses necessary to replace or restore such services.

9. Indemnity and Insurance

- A. *Indemnity:* Selected provider shall defend, indemnify and save harmless the City, its officers, agents, and employees from and against any and all claims, demands, losses, defense, costs or liability which the City, its officers, agents and/or employees may sustain or incur, or which may be imposed upon them for injury to or death of persons, or damage to property to the extent caused as a result of or arising out of the negligent acts, errors or omissions of selected provider during the performance of services under the terms of this Agreement.
- B. *Public Liability and Property Damage Insurance:*
 - i. During the term of this Agreement, selected provider will at all times maintain at his expense a policy of commercial general liability insurance provided on ISO-CL form No. CG 00 01 11 85 or 88. Total limits shall be no less than one million dollars per occurrence for all coverage and two million dollars general aggregate. City and its employees, officers and agents shall be added as additional insureds using ISO additional insured form CG 20 10 11 85. (In no event will the City accept an endorsement with an edition form earlier than 1990.) Coverage shall not be limited to the vicarious liability or supervisory role of any additional insured.
 - ii. Liability insurance shall contain the following endorsements:
 - (a) City, its officers, agents and employees shall be added as an additional insured as respects operations of the named insured performed under the contract with City as specified above.

- (b) It shall be agreed that any insurance maintained by the City shall apply in excess of, and not contribute with, insurance provided by the Contractor's liability insurance policy.
- (c) Selected provider's liability insurance policy shall not be cancelled or non-reviewed until 30 days written notice has first been given to the City.
- (d) Coverage shall include claims arising out of selected provider's use of owned, hired and non-owned automobiles.
- (e) Liability shall not exclude liability assumed by written contract or agreement.
- (f) Liability insurance shall include broad form property damage insurance.
- (g) Prior to commencing services pursuant to this Agreement, selected provider shall provide certificates indicating the existence of the insurance required by this Agreement, on insurance certificates executed by a duly-authorized agent of selected provider's insurance provider.

C. *Workers Compensation:* Selected provider shall provide workers' compensation coverage as required by State law, and in signing this Agreement, makes the following certification: "I am aware of the provision of Section 3700 for the Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with such provisions before commencing the performance of this Agreement."

10. Interest of Proposer

At all times the service provider shall be deemed to be an independent contractor and the proposer shall not be authorized to bind the City to contract or other obligation. Under the Agreement, the service provider shall certify that no one who has or will have any financial interest under the Agreement is an officer or employee of the City.

11. Entire Agreement

The Agreement between the City and the selected service provider will constitute the entire agreement of the parties hereto, and will supersede any previous agreement or understanding. The Agreement may not be modified except in writing and executed by both parties.

12. Governing Law

The laws of the State of California shall govern this RFP process and the agreement. All services provided to the City shall comply with all policies, rules and regulations which may be in effect during the term of the Agreement, as well as all federal, California and local statutes, ordinances, and regulations; and the

venue of any actions, disputes, or claims brought there under shall be laid in or transferred to the County of San Joaquin in the State of California.

III. SPECIFICATIONS

Security guards, as required by the City of Lodi at Lodi Station/Lodi Station Parking Structure and Hutchins Street Square, act in the best interests of the City to protect its patrons, contract employees, facilities, buses and guests. The security guards shall be present to monitor persons and activities in and around the facilities to ensure a safe environment for all individuals.

SCOPE OF SERVICES FOR LODI STATION/LODI STATION PARKING STRUCTURE

1. Security services at the Lodi Station/Lodi Station Parking Structure are for one guard 24 hours a day/seven days per week. The guard is expected to remain onsite during lunch or be relieved by another guard during his or her lunch. The guard shall walk or bike through parking lots and the Lodi Station Parking Structure and around the perimeters of Lodi Station and Lodi Station Parking Structure, monitoring persons and their behavior to ensure a safe environment. A golf cart may be utilized to facilitate in the supervision of the two sites. (Contractor shall be responsible for ensuring proper maintenance, storage and fueling of vehicle should a cart be used.) Guards will perform security sweeps, at a minimum, on an hourly basis. Key and clock or magnetic card system will be required in order to verify the hourly sweeps.
2. The guard will be required to act in an efficient, courteous, and professional manner at all times, on behalf of the City of Lodi, to monitor and notify police of improper or destructive behavior, and insist that appropriate behavior prevail. Inappropriate activities, which threaten public safety or property, may result in local law enforcement intervention.
3. The guard will be required to perform security sweeps of the building, the parking lots and Lodi Station Parking Structure. At the conclusion of their shift, the guard going off duty shall ensure the buildings are secure, properly alarmed and provide a list of City vehicles on the premises to the transit dispatcher. Guard will leave a copy of daily report activities in the Transportation Manager's mailbox in the Transit Office.
4. Guards shall make available, at any time while on duty, their guard cards. Guards shall be expected to present cards to members of the Lodi Police Department or designated City of Lodi employees on demand. Failure to produce a valid guard card shall be grounds for termination of this Agreement.

5. All guards must be neat, clean and properly uniformed and have a clear command of the English language. Uniforms shall not be similar to those of the Lodi Police Department. All shirts shall be tucked in.
6. All guards must be equipped with radios or phones capable of communicating with other guards and their dispatch site. In addition to the radios, guards must have a cellular phone for communication with police or other departments/individuals.
7. Security guards shall arrive at Lodi Station and Lodi Station Parking Structure at scheduled time, properly uniformed, with all necessary equipment to perform job satisfactorily. Additionally, guards shall refrain from socializing with any one group for any period of time unless necessitated as part of their patrol duties. Guards shall refrain from on-site visitors at all times.

Required Qualifications:

- A. Firm must have a minimum of five (5) years experience.
- B. All guards assigned to Lodi Station and the Lodi Station Parking Structure must be bonded and employed by a company holding a valid California Private Patrol Operator license and providing 24-hour dispatch. Additionally, all guards shall be licensed and carry their guard cards with them whenever on premises. At the request of Lodi officers, guards shall immediately present the guard cards for viewing.
- C. All guards must be equipped with radios or phones capable of communicating with other guards who are elsewhere on the site, if applicable, and their dispatch center.
- D. Lethal weapons shall be prohibited. Guards carrying batons or chemical agents must have a valid certification from the State of California.
- E. The security company must have a good working relationship with local law enforcement agencies.

SCOPE OF SERVICES FOR HUTCHINS STREET SQUARE

1. Security services at Hutchins Street Structure are on an as-needed basis. Hutchins Street Square offers a variety of classes, meetings and performances throughout the year and, as such, their security needs vary from week to week. A sample of an average weekly schedule has been included with this Request for Proposals as Attachment A.
2. Security guard(s) shall arrive at Hutchins Street Square one-half hour prior to the scheduled start time of the event, properly uniformed, with all necessary equipment to perform job satisfactorily, and shall notify event contact person upon arrival.

3. Guard(s) shall walk through parking lots and around perimeters of event site, including soccer field and park areas, monitoring persons and their behavior to ensure a safe environment for all event attendees. Guard(s) shall also oversee activities within the event, to assure proper conduct of attendees to prevent injury to persons or damage to property.
4. Guard(s) will be required to act in an efficient, courteous, and professional manner at all times, on behalf of the City of Lodi, to monitor and mitigate improper or destructive behavior, and insist that appropriate behavior prevail. Inappropriate activities which threaten public safety or property may result in local law enforcement intervention.
5. Guard(s) will be required to perform a security sweep of the building(s) at the conclusion of the event, secure the building(s) and properly alarm the facilities.
6. Guards shall make available, at any time while on duty, their guard cards. Guards shall be expected to present cards to members of the Lodi Police Department or designated City of Lodi employees on demand. Failure to produce a valid guard card shall be grounds for termination of this Agreement.
7. All guards must be neat, clean and properly uniformed and have a clear command of the English language. Uniforms shall not be similar to those of the Lodi Police Department. All shirts shall be tucked in.
8. All guards must be equipped with radios or phones capable of communicating with other guards and their dispatch site. In addition to the radios, guards must have a cellular phone for communication with police or other departments/individuals.
9. Guards shall refrain from socializing with any one group for any period of time unless necessitated as part of their patrol duties. Guards shall refrain from on-site visitors at all times.

Required Qualifications:

- A. Firm must have a minimum of five (5) years experience.
- B. All guards assigned to Lodi Station/Lodi Station Parking Structure and Hutchins Street Square must be bonded and employed by a company holding a valid California Private Patrol Operator license and providing 24-hour dispatch. Additionally, all guards shall be licensed and carry their guard cards with them whenever on premises. At the request of Lodi officers, guards shall immediately present the guard cards for viewing.
- C. All guards must be equipped with radios or phones capable of communicating with other guards who are elsewhere on the site, if applicable, and their dispatch center.

- D. Lethal weapons shall be prohibited. Guards carrying batons or chemical agents must have a valid certification from the State of California.
- E. The security company must have a good working relationship with local law enforcement agencies.

Attachment A

Attachment A

	EVENT DESCRIPTION	# OF GUARDS NEEDED	TIME	LOCATION	COMMENTS
Every Monday	Lodi Community Band	1	6:00 pm to 9:30 pm	Thomas Theatre	Contact: Carol Marvel
Every Tuesday	Lodi Promenaders	1	6:00 pm to 9:45 pm	Kirst Hall	Contact: Carolyn Herseth
Every Wednesday	Delta Blood Bank	1	5:00 pm to 8:30 pm	Crete Hall	Contact: Marita
Third Monday of each month	Lodi Writers Association	1	6:00 pm to 10:00 pm	Senior Center	Contact: Jose Cantu
Fourth Wednesday of each month	Historical Society	1	6:30 pm to 9:30 pm	Senior Center	Contact: Nancy Schmer
Tuesday, October 7, 2003	Recall Election	1	5:00pm - 6:00pm	Cottage Room	At 6:00 pm / Oversee with LAC Classes & close @ 9:00 pm
Thursday, October 9, 2003	Pregnancy Resource Dinner	3	6:00 pm to 10:30 pm	Kirst & Pisano	Contact: Lee Rupp
Friday, October 10, 2003	HSS Rare Wine Dnner	1	6:00 pm to 11:00 pm	Lobby	Contact: Char lange
Saturday, October 11, 2003	Barber Shop Quartets	1	Noon to 1:00 pm	Box Office	Contact: Kevin Crews
Saturday, October 11, 2003	Barber Shop Quartets	4	1:00 pm to 5:00 pm	PA Theatre	Contact: Kevin Crews
Saturday, October 11, 2003	Wedding Reception	3	3:00 pm to 1:00 am	Kirst Hall	Contact: Steve Virrey

Attachment A